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10/810,817	03/29/2004	Avancesh Dubey	11884/414001	9999
23838 7590 02/22/2010 KENYON & KENYON LLP 1500 K STREET N.W. SUITE 700 WASHINGTON, DC 20005				
EXAMINER				
ROSEN, ELIZABETH H				
ART UNIT		PAPER NUMBER		
3684				
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/810,817

Applicant(s)

DUBEY ET AL.

Examiner

ELIZABETH H. ROSEN

Art Unit

3684

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 18 November 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 2-8, 15-20 and 28-32 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 2-8, 15-20 and 28-32 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 12 August 2004 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

Status of Claims

1. This action is in reply to the Amendment and Response filed on November 18, 2009.
2. Claims 1, 9-14, and 21-27 have been canceled.
3. Claims 6, 7, 18, 19, and 29-32 have been amended.
4. Claims 2-8, 15-20, and 28-32 are currently pending and have been examined.

Claim Rejections - 35 USC § 101

5. The previous rejections under 35 U.S.C. 101 have been withdrawn in light of Applicant's amendments.

Previous Claim Rejections - 35 USC § 112

6. The previous rejections under 35 U.S.C. 112 have been withdrawn in light of Applicant's amendments.

Response to Arguments

7. Examiner would like to point out that the Supreme Court in *KSR International Co. v. Teleflex Inc.* described seven rationales to support rejections under 35 U.S.C. 103:
 - Combining prior art elements according to known methods to yield predictable results;
 - Simple substitution of one known element for another to obtain predictable results;
 - Use of known technique to improve similar devices (methods, or products) in the same way;
 - Applying a known technique to a known device (method, or product) ready for improvement to yield predictable results;
 - "Obvious to try" –choosing from a finite number of identified, predictable solutions, with a reasonable expectation of success;

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- Known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art; and
- Some teaching, suggestion, or motivation in the prior art that would have led one of ordinary skill to modify the prior art reference or to combine prior art reference teachings to arrive at the claimed invention.

Prior art is not limited just to the references being applied, but includes the understanding of one of ordinary skill in the art. The prior art reference (or references when combined) need not teach or suggest all the claim limitations; however, Office personnel must explain why the difference(s) between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art. The "mere existence of differences between the prior art and an invention does not establish the invention's nonobviousness." see *Dann v. Johnson*, 425 U.S. 219, 230 (1976).

8. There is a new ground of rejection that was necessitated by Applicant's amendments. Therefore, Applicant's arguments are moot.

Claim Rejections - 35 USC § 112, Second Paragraph

9. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

10. **Claims 3 and 4** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. These claims include the term "unsecured." It appears that there is insufficient antecedent basis for this feature.

11. **Claims 31 and 32** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. These claims include the limitation of "for any receivable data record that meets criteria...." Because these claims leave open the possibility that a receivable data record does not meet criteria, this limitation includes conditional language and need not be given patentable weight.

Claim Rejections - 35 USC § 103

12. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

13. **Claims 2-8, 15, 16, 18-20, and 28-32** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Buchanan et al.**, U.S. Patent Number 5,950,179.

Note: The independent claims are Claims 29-32.

Claim 2:

Buchanan further discloses:

- wherein the criteria include an identity of a party to the collateral agreement (see at least Buchanan, column 6, lines 46-55 (In order for the credit card account to be updated to reflect a new charge (i.e., receivable), it would have to be determined that the transaction is in fact a charge made by the accountholder.)).

Claim 3:

Buchanan further discloses:

- wherein the criteria include a type of the unsecured receivable (see at least Buchanan, column 6, lines 46-55 (In order for the credit card account to be updated to reflect a new charge (i.e., receivable), it would have to be determined that the transaction is in fact a charge to a secured credit card account.)).

Claim 4:

Buchanan further discloses:

- wherein the criteria are applied pursuant to the processing of a new or existing the unsecured receivable (see at least Buchanan, column 6, lines 46-55 (When a charge is completed, the associated account is processed and the charge is added to the account.)).

Claim 5:

Buchanan further discloses:

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- wherein the criteria are applied pursuant to the processing of a new or existing the collateral agreement (see at least Buchanan, column 6, lines 46-55 (When a charge is completed, the associated account is processed and the charge is added to the account.)).

Claim 6:

Buchanan further discloses:

- wherein the link is formed between the receivable data record and an object representing a portion of the collateral agreement (see at least Buchanan, column 1, lines 19-28 (The credit limit is tied to the value of the asset (i.e., collateral from the collateral agreement). Therefore, charges may be secured by either part or all of the collateral.)).

Claim 7:

Buchanan further discloses:

- wherein the link is formed between an object representing a component of the receivable and the collateral agreement record (see at least Buchanan, column 1, lines 19-28 (A charge may be less than the entire credit limit that is associated with the collateral.)).

Claim 8:

Buchanan further discloses:

- wherein the link is formed between an object representing a component of the receivable and an object representing a portion of the collateral agreement (see at least Buchanan, column 1, lines 19-28 (A charge may be less than the entire credit limit that is associated with the collateral and the charge may be secured by either part or all of the collateral.)).

Claim 15:

Claim 15 is rejected using the same rationale that was used for the rejection of Claim 28.

Claim 16:

Buchanan further discloses:

- wherein the collateral agreement includes a plurality of portions, each of the portions having associated therewith distinct criteria for forming a link between a

respective portion and a receivable secured by the collateral agreement (see at least Buchanan, column 1, lines 19-28 ("The credit limit for a secured credit card is typically tied to the value of the asset. For example, individuals classified as a high risk may receive a credit limit equal to the balance of the savings account, whereas individuals classified as moderate risk may receive a credit limit equal to twice the balance of the savings account." The collateral here is money in an account and that money can be divided in any manner. For example, if a collateral account has \$100 and a charge of \$10 is made, the charge would be secured by \$10 from the collateral account.)).

Claim 18:

Claim 18 is rejected using the same rationale that was used for the rejection of Claim 6.

Claim 19:

Claim 19 is rejected using the same rationale that was used for the rejection of Claim 7.

Claim 20:

Claim 20 is rejected using the same rationale that was used for the rejection of Claim 8.

Claim 28:

Buchanan further discloses:

- wherein the collateral agreement includes a plurality of portions, each of the portions having assigned thereto a value that is a part of a total value of the collateral agreement (see at least Buchanan, column 1, lines 19-28 ("The credit limit for a secured credit card is typically tied to the value of the asset. For example, individuals classified as a high risk may receive a credit limit equal to the balance of the savings account, whereas individuals classified as moderate risk may receive a credit limit equal to twice the balance of the savings account." The value of each portion of the collateral in the savings account is equal to its dollar value.)).

Claim 29:

Buchanan discloses:

- creating, by the computer system, a new receivable data record in the computer system representing a receivable (see at least Buchanan, Figure 2, Item 86

(Credit card charges of a customer are received and stored in the memory of the credit card account processing system.); column 6, lines 46-55 (The credit card account processing system 80 may be a programmed computer or a computer network including a credit card account memory 82 and a programmed credit card account processor 84. Each time the customer 65 makes a charge 86 or a payment 88 on the credit card, the credit card account processor 84 updates the credit card account memory 82 by adding a transaction record 94 that includes the nature of the transaction, e.g., charge, cash advance or payment, the amount of the transaction, the date of the transaction and the new credit card balance.)).

- comparing, by the computer system, data of the new receivable data record to criteria...associated with a data record representing the collateral agreement, the criteria specifying requirements for the new receivable to be secured to a collateral represented by the collateral agreement record (see at least Buchanan, column 6, lines 46-55 (The credit card account processing system 80 may be a programmed computer or a computer network including a credit card account memory 82 and a programmed credit card account processor 84. Each time the customer 65 makes a charge 86 or a payment 88 on the credit card, the credit card account processor 84 updates the credit card account memory 82 by adding a transaction record 94 that includes the nature of the transaction, e.g., charge, cash advance or payment, the amount of the transaction, the date of the transaction and the new credit card balance." When a charge is completed, information that identifies a user's account is associated with the charge data so that the charge can be added to the user's account.)).
- if the receivable meets the criteria of the global declaration of purpose record, recording, by the computer system, a direct link in the computer system that directly identifies the new receivable data record with the collateral agreement record and secures the receivable represented by the new receivable data record to the collateral agreement to allow a one-step determination from the receivable to the collateral agreement (see at least Buchanan, column 6, lines 46-55 (The credit card account processing system 80 may be a programmed computer or a computer network including a credit card account memory 82 and a programmed credit card account processor 84. Each time the customer 65 makes a charge 86 or a payment 88 on the credit card, the credit card account processor 84 updates the credit card account memory 82 by adding a transaction record 94 that includes the nature of the transaction, e.g., charge, cash advance or payment,

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the amount of the transaction, the date of the transaction and the new credit card balance." When a charge is completed, information that identifies a user's account is associated with the charge data so that the charge can be added to the user's account.)).

Buchanan does not explicitly disclose:

- identified in a global declaration of purpose record.

Buchanan, however, does disclose:

- A cardholder agreement that is associated with a secured credit card account. (see at least Buchanan, column 1, lines 29-48 and column 2, lines 63-65).

It would have been prima facie obvious to one of ordinary skill in the art at the time of the invention to incorporate this feature with Buchanan's method and system for issuing a secured credit card. One of ordinary skill in the art would have been motivated to incorporate this feature for the purpose of using a global declaration of purpose that represents the agreement between the parties. A global declaration of purpose is an obvious substitution for the cardholder agreement between the parties that is disclosed in Buchanan. They serve the same purpose and have the same result. Furthermore, a global declaration of purpose is part of the specification's Background Information as prior art.

Buchanan does not explicitly disclose:

- if the receivable does not meet criteria of any global declaration of purpose record stored by the system, recording, by the computer system, the new receivable record in the computer system as an unsecured receivable, without a link to any collateral agreement record.

It would have been prima facie obvious to one of ordinary skill in the art at the time of the invention to incorporate this feature with Buchanan's method and system for issuing a secured credit card. One of ordinary skill in the art would have been motivated to incorporate this feature because Buchanan discloses the situation where the receivable meets criteria of a global declaration of purpose. It would be obvious that there may be a situation where a receivable does not meet criteria of a global declaration of purpose. For example, the receivable may be a charge to an unsecured credit card account. In that case, the charge would not be secured by collateral and, therefore, there would be no link.

Claim 30:

Claim 30 is rejected using the same rationale that was used for the rejection of Claim 29.

Claim 31:

Buchanan discloses:

- creating, by the computer system, a new collateral agreement data record in the computer system representing the collateral agreement (see at least Buchanan, Figure 2, Item 86 (Credit card charges of a customer are received and stored in the memory of the credit card account processing system.); column 6, lines 46-55 (The credit card account processing system 80 may be a programmed computer or a computer network including a credit card account memory 82 and a programmed credit card account processor 84. Each time the customer 65 makes a charge 86 or a payment 88 on the credit card, the credit card account processor 84 updates the credit card account memory 82 by adding a transaction record 94 that includes the nature of the transaction, e.g., charge, cash advance or payment, the amount of the transaction, the date of the transaction and the new credit card balance.")).
- comparing, by the computer system, criteria...associated with a data record representing the collateral agreement to a plurality of receivable data records representing receivables, the global declaration of purpose object specifying requirements for securing a receivable to the new collateral agreement (see at least Buchanan, column 6, lines 46-55 (The credit card account processing system 80 may be a programmed computer or a computer network including a credit card account memory 82 and a programmed credit card account processor 84. Each time the customer 65 makes a charge 86 or a payment 88 on the credit card, the credit card account processor 84 updates the credit card account memory 82 by adding a transaction record 94 that includes the nature of the transaction, e.g., charge, cash advance or payment, the amount of the transaction, the date of the transaction and the new credit card balance." When a charge is completed, information that identifies a user's account is associated with the charge data so that the charge can be added to the user's account. This is done for each charge that is made so that it can be associated with the appropriate account.)).
- for any receivable data record that meets criteria of the global declaration of purpose record, recording, a direct link in the computer system, that directly identifies the new collateral agreement record to the receivable data record and

secures the receivable represented by the new receivable data record to the collateral agreement to allow a one-step determination from the receivable to the collateral agreement (see at least Buchanan, column 6, lines 46-55 (The credit card account processing system 80 may be a programmed computer or a computer network including a credit card account memory 82 and a programmed credit card account processor 84. Each time the customer 65 makes a charge 86 or a payment 88 on the credit card, the credit card account processor 84 updates the credit card account memory 82 by adding a transaction record 94 that includes the nature of the transaction, e.g., charge, cash advance or payment, the amount of the transaction, the date of the transaction and the new credit card balance." When a charge is completed, information that identifies a user's account is associated with the charge data so that the charge can be added to the user's account.)).

Buchanan does not explicitly disclose:

- identified in a global declaration of purpose record.

Buchanan, however, does disclose:

- A cardholder agreement that is associated with a secured credit card account. (see at least Buchanan, column 1, lines 29-48 and column 2, lines 63-65).

It would have been prima facie obvious to one of ordinary skill in the art at the time of the invention to incorporate this feature with Buchanan's method and system for issuing a secured credit card. One of ordinary skill in the art would have been motivated to incorporate this feature for the purpose of using a global declaration of purpose that represents the agreement between the parties. A global declaration of purpose is an obvious substitution for the cardholder agreement between the parties that is disclosed in Buchanan. They serve the same purpose and have the same result. Furthermore, a global declaration of purpose is part of the specification's Background Information as prior art.

Claim 32:

Claim 32 is rejected using the same rationale that was used for the rejection of Claim 31.

14. **Claim 17** is rejected under 35 U.S.C. 103(a) as being unpatentable over **Buchanan et al.**, U.S. Patent Number 5,950,179 in view of **Atkins**, U.S. Patent Number 4,953,085.

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Claim 17:

Buchanan does not explicitly disclose, but **Atkins**, however, does disclose:

- wherein the collateral agreement includes a plurality of portions, each of the portions having a priority (see at least Atkins, column 14, lines 1-4 ("The client selects the assets to be used as collateral and the priority of collateralization, enters the selections into the central computer and verifies the selections 422.")).

It would have been prima facie obvious to one of ordinary skill in the art at the time of the invention to incorporate Atkins' method of creating a priority for collateral with Buchanan's method and system for issuing a secured credit card. One of ordinary skill in the art would have been motivated to incorporate this feature for the purpose of determining the order in which collateral should be secured. Some collateral may, for example, be more valuable than other collateral.

Conclusion

15. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elizabeth Rosen whose telephone number is 571-270-1850. The examiner can normally be reached on Monday - Friday, 9:30 am - 6:00 pm, ET.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached at 571-272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private

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/Elizabeth H Rosen/

Examiner, Art Unit 3684

/Nga B. Nguyen/

Primary Examiner, Art Unit 3684